

# EXHIBIT C

This Card Agreement and the applicable Schedule of Electronic Fees and Dollar Limits on Transactions are a contract between you and us ("Card Agreement") regarding your Bank of America debit card or ATM card. Business ATMs are, at Access Device. It describes the electronic banking services you can use with your Card (as defined below) and includes information about our and your rights and obligations. This Card Agreement, which is part of the Deposit Agreement and Disclosures and any related Personal Schedule of Fees or Business Schedule of Fees (collectively, the "Deposit Agreement"), applies to each Bank of America deposit account that you link to your Card. If this Card Agreement and any other provisions of the Deposit Agreement are inconsistent, this Card Agreement governs. For purposes of this agreement, references to the Personal Schedule of Fees shall include the Personal Schedule of Fees for SafeLink Banking.

Throughout this Card Agreement, the words "we," "us" or "our" refer to Bank of America, N.A. "You" and "your" refer to each person to whom we issue a Card and the owner(s) of each deposit account to which a Card is linked. Unless otherwise noted, references to checking accounts include SafeLink Banking accounts.

"Access Device" means a card, code or other means of access to a consumer's account or any combination that may be used to initiate electronic funds transfers. Electronic Funds Transfers include all transfers resulting from debit cards, ATM cards, electronic payments, credits and transfers, telephone transfers, and online banking transactions.

"ATM" means an automated teller machine.

"ATM Card" means a card that can only be used at an ATM and at limited PIN-based point-of-sale (POS) terminals.

"Business ATMs" means an ATM Card that is linked to a deposit account opened for business purposes.

"Card" means a personal Bank of America debit card, personal ATM Card, Business ATMs Card, mini-card, mobile tag or any other Access Device that is linked to at least one deposit account with us.

You agree to the terms of this Card Agreement by activating, using a Card or by allowing another person to use a Card. If you are the owner of a business deposit account to which a Business ATMs Card is linked, your agreement that activation or use of a Card by any authorized signers or others you authorize to use a Card constitutes your agreement to the terms of this Card Agreement.

1. **Your Responsibility.**

When you open or maintain a Bank of America deposit account, you may choose to receive a Card. You agree to use your Card only in the manner and for the purposes described in the Card Agreement. If you attempt to use your Card in any other manner or for any other purpose, we may decline the transaction or your discretion may be complete without incurring any liability to honor the same type of transaction on future occasions. If a signature panel is provided on your Card, you must sign your Card. You are responsible for all transactions and charges incurred through use of your Card by you or anyone you allow to use your Card. You agree to take reasonable precautions to prevent unauthorized use of your Card or disclosure of your PIN. You will notify us promptly if such use or disclosure occurs. If you overstate your account in connection with a transaction, you must promptly repay us. You agree not to use or attempt to use an expired, recalled or otherwise invalid Card. If you breach or do not fulfill any term of this Card Agreement, you are responsible to us for all damages and losses.

2. **Getting Started**

**a. Linking Accounts.** You must link your Card to at least one Bank of America deposit account. We may limit the number of deposit accounts you may link to your Card. If you have a debit card, you must link to your primary checking account. You may be permitted to link your Card to a visiting Bank of America credit card account. If you do so, you may then use the Card to obtain credit on that account under terms previously disclosed in the applicable credit card agreement. You may not be able to link certain Bank of America accounts to your Card.

You may also link your debit card to certain Merit Link brokerage accounts as long as your debit card is attached to a primary checking account. If you close your primary checking account, any Merit Link brokerage accounts will be deleted automatically from your debit card.

**b. Your PIN.** If you do not select your Card when you request your Card, a randomly selected PIN will be sent to you and should arrive within one week after you receive your Card. If you do not receive your PIN, call us at the number listed in Section 10 below. If you currently have a PIN, it continues to apply in any replacement Card issued to you with the same Card number.

**c. Activating your Card.** When we send you a Card, for your protection, the Card is not activated. Before using your Card, you must activate it by either calling the number on the sticker affixed to your Card or by completing an ATM transaction. If you received a mini-card or mobile tag, activating your Card also activates the mini-card or mobile tag. If you do not wish to use your Card, please dispose of the Card carefully by cutting it up.

**Special Rules for Mobile Tags**

The mobile tag cannot be used for ATM transactions. You may use your mobile tag to make point-of-sale transactions at merchant locations that accept mobile tags. The mobile tag does not have your 16-digit Card number or expiration date so you must refer to your Mini-Card when that information is needed (e.g., to establish recurring preauthorized payments or to return merchandise). The mobile tag does not have a separate purchase link; it is shared with the link applicable to your Card.

By installing, removing, and/or using a mobile tag on your mobile phone, it is possible that the warranties covering your mobile phone are voided and that your mobile phone, you or your property may be damaged. Bank of America is not liable for any damage to you, your mobile property or your mobile phone, including but not limited to, loss of, or damage to, warranties, physical damage, data corruption, phone interference, inability to make or receive phone calls, degradation of phone capabilities, change in specific application use, software corruption, and/or lost data, to

your mobile phone. You are responsible for determining what warranties may be voided by the use of the tag with your mobile phone. You assume all risk for any damage and loss of warranties.

**d. Using your ATM Card.** You may use your ATM Card to perform transactions at ATMs. If you link your ATM Card to a checking account, you may also use your ATM Card to make purchases at merchant locations that accept PIN-based payments.

**e. Using Your debit card and/or Access Device.** If you have a debit card linked to your checking account, you may use your debit card to make purchases at merchants that accept debit cards and you may also obtain cash from financial institutions that accept debit cards.

3. **Services Available at ATMs**

You authorize us to honor the instructions you give us through ATMs. Different services are available at Bank of America ATMs than at non-Bank of America ATMs and fees may apply for use of non-Bank of America ATMs. From time to time we may amend, add or delete services available at Bank of America ATMs and we may place or change limits on the number or dollar amount of transactions you may make. Some transactions may not be available, or may not be immediately available, at all cardholders at some ATMs.

**a. Bank of America ATMs.** A Bank of America ATM is an ATM that prominently displays the Bank of America name and logo on the ATM. These ATMs are generally available 24 hours a day, seven days a week, except during routine systems maintenance and occasional system down time. At some locations, business hours may restrict access. Specific hours of operation are shown at an ATM with restricted access. You may use your Card at ATMs to perform the following transactions:

- Make deposits on your linked deposit accounts;
- Withdraw funds from your linked deposit accounts;
- Obtain balance information about your linked deposit accounts, credit card accounts and lines of credit;
- Make payments to your linked Bank of America accounts;
- Transfer funds between your linked deposit accounts, credit card accounts and lines of credit;
- Transfer funds between credit products (as not permitted); and
- Obtain a cash advance on the line of credit.

\*Lines of credit cannot be linked to Business ATMs (except as provided in Section 17).

PLEASE NOTE: All services may be available at all Bank of America ATMs. Services are available only for designated Bank of America accounts linked to your Card.

To the extent any of the above transactions involves a loan, line of credit or credit card account, such transactions shall be governed exclusively by the applicable loan, line of credit agreement or credit card agreement. Please refer to your loan or line of credit agreement for use and fee details.

You may use your Card at most Bank of America ATMs to perform the following transactions with Merit Link brokerage accounts linked to your debit card (see Section 19 for additional details):

- Make deposits to your linked brokerage accounts;
- Withdraw funds from your linked brokerage accounts;
- Obtain balance information about your linked brokerage accounts;
- Transfer funds between your linked brokerage accounts (not available for International CMA Accounts); and
- Transfer funds between your linked brokerage accounts and your deposit accounts (not available for International CMA Accounts).

To the extent any of the above transactions involves the Merit Link Margin Lending Program, such transactions shall be governed exclusively by the Margin Lending Agreement (as defined in Section 19).

**b. Non-Bank of America ATMs.** A non-Bank of America ATM is an ATM that does not prominently display the Bank of America name and logo on the ATM. These ATMs may be owned by, or one of our affiliates or by someone else. You may use your Card at non-Bank of America ATMs to perform the following transactions with the primary Bank of America deposit accounts linked to your Card:

- Withdraw funds from your linked primary deposit accounts;
- Transfer funds between your linked primary deposit accounts; and
- Obtain balance information about your linked primary deposit accounts.

You may access only one checking and one savings account at non-Bank of America ATMs. If you have more than one deposit account linked to your Card, we will automatically select primary account for you (even if an linked account you want to use for this service). You cannot use your Card at non-Bank of America ATMs to access Merit Link brokerage accounts linked to your Card.

**c. Limitations on some ATM transactions.**

**Withdrawals.** We may decline your request to make a withdrawal if your available account balance, including your optional protection coverage, if any, is not sufficient to cover the transaction. If you want us to authorize and pay an overdraft on your ATM withdrawal at a Bank of America ATM, you can agree to the overdraft on the ATM screen at the time of the withdrawal. Your consent applies only to that withdrawal. The ability to overdraft at the ATM is not available with SafeLink Banking accounts.

**Deposits.** We may deposit paper currency and checks at most Bank of America ATMs. You may not deposit checks or other items. Some Bank of America ATMs do not accept deposits. If the ATM will not accept your deposit, please call us at the number listed on your statement or use a teller or one of our banking centers for assistance. When you make a deposit

at a Bank of America ATM, only a portion of the amount may be immediately available for withdrawal or other use. The remaining funds are generally available the next business day. Business days mean only the availability of funds that you deposit by check. Please refer to the Deposit Agreement for additional information regarding availability of funds. Immediate credit is not given for deposits to business accounts.

**Balance Information.** The information about your account balance that you receive at an ATM is usually the balance as of the beginning of the day on the calendar date shown. The balance may not reflect transactions that post to your account during the calendar date shown.

**d. Bank of America ATMs with Teller Assist**

Selected Bank of America ATMs provide you with the option to connect to a teller using real time video during expanded business hours beyond when banking centers are generally open. Specific hours of availability are shown at ATMs with "Teller Assist." You can also choose to use standard ATM functionality when Teller Assist is not available. ATMs with Teller Assist permit you to perform an expanded list of transactions including:

- Deposits to your checking or savings account and receive cash back;
- Deposits to the checking or savings account of other Bank of America customers;
- Split deposits between two of your checking and savings accounts;
- Payments to your credit card or loan account on the credit card or loan account of other Bank of America customers;
- Getting a check for the most amount including the receipt of coins;
- Transferring funds between your checking and savings accounts.

Please note that transactions involving Merit Link brokerage accounts are only available when using the standard ATM functionality.

**e. Point of Sale Purchase with Your Card**

You may use your Card to pay for goods and services and to receive cash back from the transaction at retail locations that accept Cards. The merchant may limit the amount of cash back. You may use your debit card to obtain cash at financial institutions. The merchant or financial institution may charge a fee for these transactions. We are not liable if a merchant or financial institution does not accept your Card or Card not receive Cash time you use your Card to purchase goods or services or to obtain cash at a merchant or financial institution, you authorize us to deduct the amount of the transaction, including any fees, from your deposit account. Even if the merchant's terminal allows you to choose debit or credit, the amount of the transaction is deducted from your deposit account. It is not a credit transaction and your Card is not a credit card.

**f. Eligible accounts.** To use this purchase service, you must have a checking account, linked to your debit card, or you may not use this purchase service with savings or money market savings accounts.

**h. Holds.** When we approve a request from a merchant or other financial institution to authorize a transaction you conduct with your Card, we may place a hold on the funds. The hold reduces the available balance in your account by the amount stated in the request. Because the hold reduces the available balance in your account, your remaining available balance may be sufficient to cover checks and other items that post to your account (such as interest and ATM withdrawals, electronic funds transfers, and other debits) but may not be sufficient for overdrafts or items we decline or return unpaid. Please refer to the Personal Schedule of Fees for your account for more details on applicable fees. In most cases, the hold expires when the transaction posts to your account or three business days after the request, whichever occurs first. When the hold expires, the amount being held is added to or subtracted from your available balance. The amount not applied to a specific transaction (Please note that placing these holds reduces the available balance) by your account and remaining these holds either increases or decreases the available balance in your account. We occasionally decide not to place a hold and usually do not place a hold if we believe the requested amount is an estimate. As an example, some merchants may request an authorization for the amount that they estimate you will spend. The estimated amount is likely to be different (either more or less) than the actual transaction amount. If we do place a hold, however, please note that the hold may impact your available balance by its amount either more or less than you expected and the transaction posts. We are not responsible for damages or losses of any type, including wrongful disburse for any transaction that is not authorized or that is returned unpaid because of a hold.

**g. Refunds, stop payments and merchant disputes.** You do not receive cash refunds for returns of merchandise or services purchased using your Card. When a merchant gives you a refund for a purchase made using your Card, the refund is credited back to your account and will appear on your next statement. We may not place a stop payment on a purchase transaction. You must settle any disputes you have about goods or services you purchase using your Card directly with the merchant. If a merchant merchandise, the quality, price, or warranty of goods and services you purchase using your Card, we are not liable for you responsible for any damages or losses that result from the merchant's misrepresentation.

**h. Recurring preauthorized payments.** Recurring preauthorized payments occur when you authorize a merchant to automatically initiate a payment using your debit card on a recurring basis. If we issue a new Card with a different number to you, we may first send you a request to provide your new Card number and expiration date to a merchant with whom you have set up a recurring preauthorized payment.

**Stopping payment.** To stop payment on a recurring preauthorized payment or to notify us that your authorization is no longer valid, call us or write us using the telephone number and address listed in Section 18 below in ten to 15 to receive your request at least three (3) business days before the next payment is scheduled to be made. We will get your request to stop payment less than three (3) business days before the payment date, we may not be able to stop the payment. If you call, we may also require you to provide us with your request in writing within 14 days after you call.

You must tell us the exact amount of the payment you want stopped, as well as other identifying information that we request. If you want to revoke authority for future preauthorized payments from a particular merchant, or if you Card or the account to which it is linked to close, you should contact the merchant and tell the merchant to cancel the recurring preauthorized payment. We may require you to provide us with a copy of your written notice of revocation to the merchant. If we require written confirmation of your revocation and do not receive it, we may remove the stop payment order after 14 days. We may charge you a fee for each stop payment request and each removal of that request. If you request us to stop payment and have provided us with the information we require within the above time periods and we fail to stop payment, we will be liable for your damages directly caused by our failure to stop payment.

**Notice of stopping payments.** If these recurring preauthorized payments vary in amount, the merchant you authorized to initiate the payments is required to send you written notice of the amount and date of the transfer at least 10 days before the scheduled date of transfer. You also have the option to receive notice only when a transfer falls outside of a specific range of amounts or only when a transfer differs from the most recent transfer by more than an agreed-upon amount.

**i. Merchant acceptance of your Card.** We have no liability or responsibility, if for any reason, your Card is not honored for all or part of a transaction on any establishment or the merchant fails to abide by the applicable network rules and regulations when accepting your Card.

5. **Foreign Transactions**

If you use your debit card to purchase goods or services in a foreign country in U.S. dollars with a foreign merchant ("Foreign Transactions"), we will assess an International Transaction Fee. Please note that Foreign Transactions include U.S. currency transactions made in the U.S. but with a foreign merchant. If the foreign transaction is made in U.S. dollars, the International Transaction Fee will be 3% of that U.S. dollar amount. If the foreign transaction is made in a foreign currency, "Visa" or "MasterCard" will convert the transaction into a U.S. dollar amount, and the International Transaction Fee will be 3% of that converted U.S. dollar amount. If you use your Card to obtain foreign currency from an ATM, "Visa" or "MasterCard" will convert the transaction into a U.S. dollar amount, and the International Transaction Fee will be 3% of that converted U.S. dollar amount. Other ATM fees may apply per your Schedule of Fees. Please note that if you are a personal account holder and a U.S. Trust, Bank of America Private Wealth Management Client, Merit Link Wealth Management Client who maintains a certain asset level or maintains Associate status, we may not assess the International Transaction Fee, but we will do so if you no longer maintain that status. The currency conversion rate used by "Visa" will be either (1) a rate selected by "Visa" from a range of rates available in wholesale currency markets for the applicable central processing date, which we may differ from the "Visa" market, or (2) a government-mandated rate in effect for the central processing date. The currency conversion rate used by MasterCard will be either (1) a wholesale market rate selected by MasterCard, or (2) a government-mandated rate. The rate used by "Visa" or MasterCard on the processing date may differ from the rate on the date of your transaction.

6. **Dollar Limits on Transactions**

When you use your Card at ATMs and for purchases transactions, we may apply two daily limits to the amount you are authorized to withdraw from your deposit accounts during each day—a cash limit and a purchase limit. These limits are listed in the Schedule of Dollar Limits on Transactions. The limits are based on your relationship with us and the type of Card you have with us. In addition, we may establish higher or lower limits upon your request.

Unless we have established another limit for you, your limits that set forth in the Schedule of Dollar Limits on Transactions. If we agree to establish a higher or lower limit for a temporary period, your limit will return to the limit set forth in the Schedule of Dollar Limits on Transactions for after agreed limit when the temporary period expires. We may issue our authorization, and permit withdrawals and purchases, interest of your daily limits. We may decline any transaction if it does not have enough available funds in your account, including your overdraft protection coverage. If any of these transactions are not we may complete the transaction and overdraft your account. We may decline any transaction if it appears to us to be suspicious or high risk.

**Cash Back.** For all cardholders the cash limit is the total amount you are authorized to withdraw cash from your deposit accounts (ATMs using your Card). Your cash limit also includes (a) purchases of money orders, cashier's checks, or other similar instruments and other things of value and (b) cash you obtain from a financial institution. Please note that some ATMs may not be able to dispense the full amount of your cash limit in a single transaction in which case you may need to perform more than one transaction.

**Purchase limit.** The purchase limit is the total amount of goods or services you are authorized to pay for directly from your deposit accounts by using your Card. Cash back you may receive from financial institutions counts against your purchase limit. Cash back also includes (a) purchases of money orders, cashier's checks, or other similar instruments and other things of value and (b) cash you obtain from a financial institution. Your purchase limit generally is in addition to your cash limit.

For security purposes, we may place other restrictions on the purchase limit from time to time.

7. **Overdrafts and Unpaid Transactions**

If you do not have enough available funds in your account, including optional protection coverage, if any, to cover every day non-recurring debit card purchases or ATM withdrawals, we will decline the transaction and you will not be subject to overdraft fees. For checks, ACH recurring debit card transactions and online bill payments, we may decline or return the transaction unpaid or we may complete it, and overdraft your account. The Schedule of Fees for your account which is a part of and was provided with the Deposit Agreement and Disclosures, explains when we charge you a fee for overdrafts and declined or returned items and the dollar amount of such fees. Please review the Schedule

of fees carefully. If use of your Card results in an overdraft on your account, you agree to immediately repay us the amount of the overdraft. If you participate in an overdraft protection program, a transfer to cover an overdraft instead of having your Card subject to the terms of the agreement for that program. If your deposit account is closed, leaving outstanding but unpaid transactions originated by using the Card, we may remove your deposit account and post these transactions to your deposit account. You agree to immediately repay us the amount of these outstanding transactions.

8. **Reconciliation of Transactions**

**ATM transfers.** You can get a receipt at the time you make any transfer to or from your accounts using an ATM. However, this receipt is not final since each transaction is subject to verification by us. If the receipt and our records conflict, our records will govern.

**Purchase receipts.** When you make a purchase or cash back withdrawal, the merchant or financial institution usually gives you a receipt.

**Deposit account statements.** We send you a monthly deposit account statement unless there are no transfers in a particular month. In any case, we send you a statement at least every three (3) months. Your deposit account statement lists each transaction and the date it was posted to your account. The date the transaction posts to your account may differ from the date on your receipt, which shows the day you conducted the transaction. If you think your deposit account statement or ATM receipt is wrong or if you need more information about a transaction, call us or write us at the number and address listed in Section 18 of this Card Agreement.

9. **Business Days**

Our business days are Monday through Friday, excluding federal holidays. Please note that we may switch from one business day to the next business day before the end of the calendar day.

10. **Electronic Banking Fees**

We charge fees for electronic banking services to your deposit account. The ATM fees are listed in the Schedule of Fees for your account which is part of and was provided with your Deposit Agreement and Disclosures. For other fees that apply, please refer to the Schedule of Fees for your account and the Deposit Agreement and Disclosures. We may also charge you a handling fee if you request a special service.

11. **Transactions at Bank of America ATMs.**

There are no ATM fees to make withdrawals, deposits, payments, transfers or balance inquiries using your Card at Bank of America ATMs.

**Transactions at Non-Bank of America ATMs.** We charge you a fee for each withdrawal, transfer and inquiry you make with your Card at non-Bank of America ATMs. For deposits, see the Schedule of Fees for your account which is a part of and was provided with the Deposit Agreement and Disclosures. When you use a non-Bank of America ATM, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**Other Electronic Banking Fees.** A fee applies when you authorize another financial institution to use your debit card or debit card number to conduct a transaction (such as a withdrawal, transfer or payment) and the other financial institution processes the transaction as a cash disbursement. For money market savings accounts (Money Market Savings and Cash Management accounts), we charge an Excess Transaction Fee for each transaction—including electronic transactions—that exceeds the number of limited transactions you may make each statement period. For savings accounts, if your minimum balance falls below the minimum balance requirement during the month, we may charge an excess withdrawal fee for each withdrawal you make (including withdrawals made by electronic debit) during the month in excess of the specified limit. We charge a stop payment fee for each request to stop payment on a transfer. For details, please see the Schedule of Fees for your account which is a part of and was provided with the Deposit Agreement and Disclosures. When you use a Card to purchase transaction, the merchant may assess a fee. These fees are normally disclosed at the ATM or merchant's location and may be included in the transaction amount that appears on your account statement.

12. **Handling Information to Third Parties**

Our privacy policy for consumers is described in our brochure U.S. Consumer Privacy Notice. We provide our privacy policy brochure to consumers who open a personal account with us when they open an account and annually thereafter while the account is active. Our privacy policy brochure describes our general policy on handling customer information and describes the situations where we may disclose information, including some examples.

13. **Electronic Fund Transfer Rights**

**Error Resolution.** In case of errors or questions about your electronic transfers, call us at the number or write us at the address listed in Section 18 below. Call or write as soon as possible. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, We must hear from you no later than 60 days after we have sent you the first statement on which the problem or error appeared. When you call or write us:

- Tell us your name, account number and, to the best of your knowledge, when the error occurred;
- Describe the error or transaction you are inquiring about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us of an error, we may require that you send your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If

the alleged error involves a transfer resulting from a point-of-sale transaction, a transaction initiated outside a state, territory or possession of the United States, we may take up to 90 days (instead of 45) to investigate. If we decide to do this, we will provisionally credit your account within 10 business days of the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and do not receive it within 10 business days, we may not provisionally credit your account. We will ask you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents that we used in our investigation. If you are a new customer and the error or question concerns an electronic transaction that occurred within 30 days after the first deposit to the account was made, we will ask you the results of our investigation within 20 business days after we hear from you. If we need more time, we may take up to 50 days to investigate. In this case, we will credit your account within 20 business days for the amount you think is in error so that you have the use of the money during the time it takes us to complete our investigation.

#### Additional Information for Massachusetts Customers.

- Any documentation provided to you which indicates that an electronic fund transfer was made that is attributable to evidence of the transfer and shall constitute prima facie proof that the transfer was made and
- The initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer.

**UNLESS OTHERWISE PROVIDED IN OUR ELECTRONIC BANKING AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

**If our liability for failure to complete transactions.** The following description of our liability to you is not meant to be a full explanation of either your or our legal rights or obligations, which may vary depending on applicable law. There may also be other exceptions not specifically mentioned below. This liability disclosure does not apply to Business ATM cards.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- It through no fault of ours, you do not have enough available funds in your account to make the transfer;
- If the machine where you are making the transaction does not have enough cash;
- If the ATM terminal or system was not working properly and you knew about the breakdown when you started the transaction;
- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken to avoid these circumstances;
- If your Card or PIN has been reported to be lost or suspected of being lost or stolen, and we have taken action to prevent transactions with the Card or PIN;
- If your account is subject to some legal process, right of seizure or embargo restricting the transaction, or if the funds in your account are not immediately available for completing a transaction;
- If there are other exceptions stated in our agreement with you which cover the particular type account or accounts involved in a specific transaction;
- If the transfer would go over the credit limit on your credit line account; or
- If an account becomes dormant, in which case we may withdraw Card access to that account.

**Limit of America's "Zero Liability protection" policy for Unauthorized Transactions.** Federal law (described in the Regulation E Liability Disclosure in Section 12.2 below) may limit your liability for unauthorized use, but you may still be liable in some circumstances.

**Excluded transactions.** Our zero liability policy does not apply to any unauthorized electronic fund transfer on an account which does not involve use of a Card or Card number.

**"Unauthorized" defined.** A transaction is considered "unauthorized" if it is initiated by someone other than you (the cardholder) without your actual or apparent authority and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if (1) you furnish the Card, Card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority; or (2) after our review we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

**"Reasonable time" defined.** Reasonable time will be determined in our sole discretion based on the circumstances but will not be less than the time frames specified under the Electronic Fund Transfer Act or Regulation E. Under the Regulation E Liability Disclosure in Section 12.2 below, if you have a Business ATM Card, the same definition of "reasonable time" will apply to you but the consumer protections of the Electronic Fund Transfer Act or Regulation E will not apply to you or your Business ATM Card.

**Other considerations.** We may deny you the benefit of this policy if (1) we ask you for a written statement, affidavit or other information in support of the claim, and you do not provide it within the time requested or within a reasonable time if no date is stated; or (2) under any other unusual circumstances where we believe denial is appropriate.

**Limitation of our liability.** Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized Card transaction covered by this policy. We are not liable for any claims of special, indirect or consequential damages.

**Your rights under Regulation E.** If your claim does not meet the prescribed conditions for reimbursement under the above policy you still retain any consumer rights you may have under Regulation E, as described in section 12.2 below, and we will automatically re-examine the claim in accordance with those rights. Those rights do not apply to business cards.

**Regulation E Liability Disclosure. Your Responsibility in Case of Card, Theft, or Unauthorized Transactions.**

The following provisions apply only to accounts established primarily for personal, family or household purposes and do not apply to business accounts. Tell us AT ONCE if you believe your Card, Card number, or PIN has been lost, stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Reporting is the best way of keeping your possible losses down. You may call us or write us at the telephone number and address listed in Section 12.2 of this Card Agreement. If you tell us within two business days after you learn of the loss or theft, you can have no more than \$500 for an unauthorized electronic funds transfer or a series of related unauthorized transfers (such as someone using your Card or PIN without your permission).

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. Your losses could include all of the money in your account plus any advances on a credit line or overdraft protection linked to your account.

Also, if your statement shows transfers that you did not make, including those made by Card, Card number, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us promptly. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Massachusetts customers can lose no more than \$500. If you fail to give us notice of your lost or stolen Card or PIN, and your Card or PIN is used without your permission. Note: These liability rules are established by Regulation E. Our Zero Liability policy, as described in Section 12.2, above, regarding unauthorized transactions on personal accounts that involve use of a personal Card, may give you more protection, provided you report the transactions promptly. Also, the state law applicable to your account may give you more time to report an unauthorized transaction or may give you more protection.

You should also note that when you give someone your Card or PIN, you are authorizing that person to use your Card and you are responsible for all transactions that person performs with your Card or PIN. These transactions are authorized transactions. Transactions are considered unauthorized only when you notify us that the person is no longer authorized. Transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions. Remember, do not write your PIN on or carry the PIN with you. This reduces the possibility of someone taking your Card without your permission. It is lost or stolen.

**13. Security.**

**Confidentiality of PIN.** You agree not to disclose to anyone the PIN furnished by us or selected by you to be used in ATM or point-of-sale transactions with the Card.

**ATM safety.** Please refer to the safety tips for using your Card as ATM found on the marker that came with your Card for important information about how to protect yourself when using your Card at ATMs.

**NOTICE:** As part of the security system to help protect you and your Card, we may use hidden cameras and other security devices at some ATMs to determine who is using a Card at an ATM.

**14. Our Right to Cancel or Block Your Card**

We may decide to issue or remove a Card and we may cancel or suspend your Card privileges with or without cause or notice, other than that required by federal or state law. Your Card remains our property and we may repossess it at any time. If we cancel your cardholder privileges, you must surrender the Card to us or our authorized agent, upon demand or upon notice of cancellation. If the Card is used other than as permitted by this Card Agreement, we may at our option and without violating your rights, complete the transaction and debit or credit your account accordingly. The cardholder's Card privileges does not affect other terms for your account. If we restate your Card privileges, this Card Agreement is also automatically reinstated.

If the Card we send you is returned undelivered or if your Card or PIN is reported as lost or stolen, we may reissue use of any Card with the same number or may reissue this use of any Cards with all your accounts. If you lose or card your Card to conduct a transaction within the last 12 months, we may block or cancel your Card without any notice to you.

**15. General Terms**

**Waiver and severability.** You waive and release us from any obligations that could arise due to defenses, rights and claims you have or may have, against any third party on account of the use of the Card. We may deny enforcing our rights under the Card Agreement without losing them. The waiver provisions of this Card Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions.

If any part of this Card Agreement is inconsistent with any applicable law, then to the extent the law can be amended by contract, you and we agree that this Card Agreement, governs and that the law as amended by the Card Agreement.

A determination that any part of this Card Agreement is invalid or unenforceable will not affect the remainder of this Card Agreement.

**8. Sales and purchase slips.** We report Card transactions on your deposit account statements. We do not return copies of sales slips or debit slips or other items related to the use of the Card. You may obtain a copy of a sales slip or debit slip upon your prompt request.

**9. Amendments.** We may change this Card Agreement at any time. For example, we may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of the change. If a proposed change is favorable to you, however, we may make the change at any time without advance notice. If you continue to use your Card, you agree to the revised agreement. If you do not agree, you must cancel this Card Agreement by notice to us and destroy your Card(s).

**10. Joint accounts.** If your checking or savings account is jointly owned with one or more other persons, each of you is subject to this Card Agreement and each of you is individually and jointly responsible for all obligations arising from the use of your Card. Any notice given by us will be deemed given to all parties on a joint account. If mailed in writing (or electronically sent), then you agree to receive notices electronically to any one person bound by this Card Agreement at the address we have for that person in our records.

**11. Credit or information inquiries.** You authorize us to make from time to time such credit, employment and investigative inquiries as we deem appropriate in connection with the issuance and use of your Card. We may furnish information concerning your account or credit file to consumer reporting agencies and others who may properly receive that information and otherwise provided in the Deposit Agreement.

**12. Legal proceedings.** You agree that you will only use the Card for transactions that are legal. You agree that you will not use your Card for any illegal transactions or activity, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 11 U.S.C. Section 5361, et seq. ("Display of a Visa," MasterCard) or other payment card logo by an in-line merchant does not mean that an internet transaction is legal when you conduct it. You agree that we may charge your account for such transactions and that we are not liable to you if you engage in an illegal transaction. For example, we reserve the right to decline transactions with merchants we have identified as gambling establishment, but we are not obligated to do so. We do not decline such transactions; you authorize us to deduct the amount of such transactions from your account.

**13. Applicable law.** You and our rights and obligations under this Card Agreement are governed by and interpreted according to federal law and the laws of the state where we open your account or if we transfer your account to another location, where we currently maintain your account. If state and federal law are inconsistent or if state law is preempted by federal law, federal law governs.

**14. Other Agreements**

None of our electronic banking services may also be affected by the agreements between you and us for your deposit, loan and credit card accounts. When you link an account to your Card, you do not change the agreements you already have with us for that account. You should review those agreements for any applicable fees, limitations on the number of transactions you can make, and for other restrictions which might impact your use of an account with our electronic banking services.

**17. Business ATM Card and Business Accounts**

This section applies to Business ATM Cards and business accounts linked to personal cards only in all states except California. Many business checking, savings and credit card accounts can be accessed using a Business ATM Card.

You agree that any authorized signer to whom we issue a Business ATM Card is authorized to use the Business ATM Card to conduct transactions on accounts linked to the Business ATM Card.

Your Business ATM Card can be used for the same transactions as a personal ATM Card, except as follows:

- You are not given immediate credit for deposited items at ATMs;
- You cannot use your Business ATM Card to access personal accounts;
- You are subject to other limitations set forth herein or in other materials provided to you and
- Generally, you may not use your Card to access funds of funds. However, in some states, such access may be available. For more information, please call us at the number listed on your statement.

We are not liable for transactions conducted with a Business ATM Card or Business ATM Card number before you notify us of any loss or theft except as set forth in our "Zero Liability" policy described herein. You understand that federal law does not protect you from unauthorized transactions with a Business ATM Card. You as the account owner (whether a sole proprietor, partnership, corporation, limited liability company or other business type), and each authorized signer to whom a Card is issued acknowledges that neither the federal Electronic Fund Transfers Act nor Regulation E applies to any transactions made with a Business ATM Card or Business ATM Card number.

If you are a sole proprietor, you may access your business account by linking it to a personal Card. If you also link a personal account to the personal Card, then the transactions on the personal account are subject to Regulation E and the Electronic Fund Transfers Act but the transactions on the business account are not subject to that regulation or law. When a business account is linked to a personal Card, the business account is not subject to Regulation E but is otherwise subject to the terms of this Card Agreement. Certain fees may apply. Please review your current Business Schedule of Fees. Sole proprietor business accounts linked to a personal Card may be subject to fees as described in the current Personal Schedule of Fees.

You agree to report lost or stolen cards immediately. This may help to reduce your potential liability. If you have questions about your Card or any transaction, please call 1.888.85.SNEX31 (1.888.787.4631).



DTK-044306

Bank of America

## Important Information Brochure: Card Agreement and Disclosure

**18. Telephone Number and Address to Be Notified in Event of Unauthorized Transfer and Lost or Stolen Bank of America ATM cards and debit cards**

If you believe your Card is lost or stolen, your PIN has been discovered, or that someone has transferred or may transfer money from your account without your permission, you must notify us immediately by calling the number listed below. If unauthorized activity occurs, you agree to cooperate during the investigation and to complete a Lost/Stolen Card and Fraud Claims Report or similar affidavit.

Telephone:

English: 1.800.432.1000

Spanish: 1.800.586.6086

TDD: 1.800.286.4409

Outside U.S.: 1.800.848.6050

Or write:

Bank of America

Dispute Resolution Services

P.O. Box 53137

Phoenix, AZ 85072-3137

**19. IMPORTANT INFORMATION FOR MEMBERS: CASH MANAGEMENT ACCOUNT HOLDERS AND INTERNATIONAL CASH MANAGEMENT ACCOUNT HOLDERS.**

If you request your debit card to be linked to your Cash Management Account ("CMA" Account) or International CMA Account (each a "Debitage Account"), the following provisions apply:

Your checking account through Bank of America, N.A. is governed by the Deposit Agreement. Your Debitage Account through Merrill Lynch, Pierce, Fenner & Smith Incorporated is governed by the CMA Account Disclosures and Account Agreement or the International CMA Terms and Conditions, as applicable (each a "Debitage Account Agreement"), is amended from time to time. All references in this Card Agreement to the "Deposit Agreement" shall be deemed to also refer to the applicable Debitage Account Agreement with respect to your Card's access to Debitage Accounts.

Also, certain references in this Card Agreement to "deposit account" shall include the Purchasing Power (as defined in your Debitage Account Agreement) of your Debitage Account, and the provisions of this Card Agreement are generally applicable to your use of a debit card in connection with the Debitage Account. However, in some respects, additional or different provisions may apply.

For example, see your Debitage Account Agreement for a description of the order in which the various assets in your Debitage Account are accessed when you make any type of withdrawal, including ATM withdrawals. There may be other provisions relevant to your use of a debit card in your Debitage Account Agreement that are particular to your Debitage Account, such as transaction limits at ATMs. Also, there may be certain provisions of this Card Agreement that are inapplicable, or only partially applicable, to Debitage Accounts. For example, your ability to make balance inquiries at ATMs will be limited to the Purchasing Power of your Debitage Account. Debitage Account transactions and the value of your Debitage Account will not be included in your balance inquiries at ATMs.

Investment products provided by Merrill Lynch, Pierce, Fenner & Smith Incorporated.

**ARE NOT FDIC-INSURED**

**MAY LOSE VALUE**

**ARE NOT BANK-GUARANTEED**

**For safety tips on using your Card at ATMs, please see the reverse side of your Card carrier.**



DTK-044306

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